

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

DAOL REXMARK UNION STATION LLC
and KOOKMIN BANK CO., LTD., in its
capacity as trustee of KTB CRE DEBT FUND
NO. 8, a Korean Investment Trust, by its agent
in Korea DAOL FUND MANAGEMENT CO.
and by its agent in United States REXMARK
HOLDINGS LLC d/b/a REXMARK,

Plaintiffs,

v.

UNION STATION SOLE MEMBER, LLC,

Defendant.

Case No. 1:22-cv-06649-GHW

DECLARATION OF DANIEL LEVY

DANIEL LEVY, being duly sworn, deposes and says:

1. I am President of Ashkenazy Acquisition Corporation (“AAC”), which is an affiliate of Union Station Sole Member LLC (“USSM”) and, until the entry of the preliminary injunction in this action, an affiliate of Union Station Investco LLC (“USI”). I make this declaration in support of USSM’s Opposition to Plaintiffs’ Motion for Summary Judgment.

2. In my role as President of AAC, I was familiar with AAC’s and USSM’s management and operations of Union Station in Washington, D.C., which ended upon the entry of the preliminary injunction in this action. I was regularly involved in discussions with third-parties relating to the Station, including Rexmark Holdings LLC (“Rexmark”) and its principal Michael Rebibo, Amtrak, and others. I work closely with Joe Press, Chief Operating Officer of AAC, who oversaw day-to-day operations of the Station.

3. On January 28, 2022, I had a phone call with Mr. Rebibo. The call followed my receipt earlier that day of a letter from Amtrak informing me that Amtrak intended to conduct an appraisal of USI's leasehold interest in Union Station.

4. On the call, Mr. Rebibo informed me that Amtrak previously had asked Mr. Rebibo to provide financial and property-related information to Amtrak for the purposes of producing an appraisal of USI's leasehold interest. Mr. Rebibo told me that he was pursuing a transaction with Amtrak regarding Union Station, which I perceived to be Mr. Rebibo and Rexmark holding themselves out as the owners of the Station. Mr. Rebibo told me that Amtrak was interested in receiving detailed financial information in order to "identify the right transaction at the right valuation for both parties" (*i.e.* Rexmark and Amtrak).

5. Mr. Rebibo informed me that he had conditioned providing information to Amtrak on Amtrak's signing of a non-disclosure agreement which would have, among other things, prevented Amtrak from negotiating or executing a deal with anyone other than Rexmark and Mr. Rebibo, including USI. Mr. Rebibo told me that this language was standard in all of Rexmark's non-disclosure agreements.

6. I learned that Amtrak refused to sign such an agreement because Amtrak refused to give up its right to negotiate a transaction with USI, which was owned and managed at the time by USSM and AAC. At the time, USI was both Amtrak's landlord and tenant (for different parts of the Station). Rexmark had not, at that point, purported to exercise any rights under the Loan Agreements.

7. Around the same time, I learned that Rexmark had retained Cushman and Wakefield to lease portions of Union Station, without purporting to exercise any rights under the Loan Agreements, and without informing me, Mr. Press, or anyone at AAC, USSM, or USI.

8. No one at AAC provided consent for Rexmark or Cushman and Wakefield to market any portion of Union Station for lease. Despite that, Mr. Rebibo repeatedly specifically discussed with me leasing deals he knew that AAC had been or currently were negotiating. In some circumstances, Mr. Rebibo told me that he also was negotiating leases for the Station, including with the same prospective tenants, and was instructing those counterparties that Rexmark controlled Union Station, not USI, USSM, or AAC.

9. As one example, AAC was negotiating a potential lease with Sage Hospitality Group, a large operator of hotels and restaurants, for all of the office space in Union Station. After AAC, through Mr. Press, had been engaged in negotiations with Sage for weeks, Mr. Rebibo told me that he had “taken over” the negotiations. Sage never ended up signing a lease for space at the Station.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: December 14, 2022



Daniel Levy